A.G.N. Laq/43

Legal Department

E Branch.

Draft Agreements

Scrutiny of- under the

Land Acquisition Act 1894.

P.31/E

A G N. Laq/43.

37-E

A.G.N. Laq/43

Legal Department

E. Branch.

Draft Agreements

Scrutiny of- under the

Land Acquisition Act 1894.

V.C.I
E

A & N. Laq/43.

37-E

An agreement made this the day of one thousand nine hundred and forty-three between the Wilson Anti-Famine Institute, Bijapur - an institute registered under the Bombay Co-operative Societies Act (VII of 1925) and having its registered office at Bijapur (hereinafter called "The Institute" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the one part, and the Governor of Bombay of the other part.

Whereas the principal objects for which the Institute is established are:-

Development of Agriculture and promotion of all other anti-famine measures in the Bijapur District.

And whereas the Institute has applied to the Government of Bombay (hereinafter referred to as "the Government") that certain land being part of S.No. 83 of Yelgur village in Muddebihal taluka more particularly described in the schedule hereto annexed and hereinafter referred to as "the said land" should be acquired under the provisions of the Land Acquisition Act, 1894 (I of 1894)(hereinafter referred to as "the said Act") for the purposes of the local Pottery Industry.

And whereas the Government having caused an inquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for the local Pottery Industry, has consented to the provisions of the said Act being put in force in order to acquire the said land for the Institute and has, pursuant to section 41 of the said Act, required the Institute to enter into an agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the

nstitute on the following conditions, namely:-

(1) The Institute shall pay to the Government the entire cost, as determined by the Government, of the acquisition of the said land, including all compensation, damages, costs, charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the Original or Appellate Courts, and including the costs on account of any establishment and salary of any Officer or Officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed in Gove nment Resolut'ons, Revenue Department Nos. 2461/24, dated the 6th March 1925 and 24th November 1925 or any other resolutions which may be issued by the Government hereafter in superse sion or modification of the said Resolutions. The monies which shall be payable by the Institute under this clause shall be paid by it by the initial deposit with the Collector of Bijapur (hereinafter called "the Collector") of the sum of rupees that would be intimated by the Acquiring Officer within seven days from the date of his intimation and thereafter by payment to the Collector within fourteen days after demand by the Collector in writing of such further amount or amounts as the Collector shall from time to time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges or expenses hereinafter referred to.

(2) on payment of the entire cost of acquisition of the said land, as hereinabove referred to, the whole of the said land shall, as soon as conveniently may be, be transferred to the said Institute at the cost in every respect of the Institute so as to vest in the Institute, subject to the provisions of the Bombay Land Revenue Code, 1879 (hereinafter called "the said Code"), and the rules made thereunder and subject also to the provisions of this agreement as to the terms on

on which the land shall be held by the Institute [illegible] towns

(3) The said land when so transferred to and vested in the Institute, shall be held by the Institute as its property to be used only in furtherence of and for the purposes for which it is acquired, subject nevertheless to the payment of agricultural, non-agricultural or other assessment, if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder, and the local fund cess, as the case may be.

(4) The institute shall ---

(i) not use the said land for any purpose other than that for which it is acquired;

(ii) undertake the work of construction of the building or buildings required for the pottery Industry within two years from the date on which possession of the land is handed over to the Institute and complete the same within two years from the aforesaid date;

(iii) at all times, keep and maintain the said land and the building or buildings erected thereon in good order and condition to the satisfaction of the Collector;

(iv) maintain all records of the Institute properly and supply to the Government punctually such returns of statistical and other information as may from time to time be required by the Government.

(5) The Institute shall, from time to time and at all times, permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the Institute upon the said land, and any works of the Institute upon the said land, whether in the course of construction or otherwise, and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Institute in the construction of the said works of the Institute upon the said land.

(6) In case the said land is not used for the purpose for which it is acquired as hereinbefore recited or is used for any other purpose or in case the Institute commits a breach of any of the conditions hereof, the said land together with the buildings, if any, erected thereon, shall be liabl

tion by the Government subject however to the condition that the amount spent by the Institute for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the cost or value of any improvements made by the Institute to the said land or of any structure standing on the said land) shall be paid as compensation to the Institute:

Provided that the said land and the buildings, if any, erected thereon shall not be so resumed unless due notice of the breach complained of has been given to the Institute and the Institute has failed to make good the breach or to comply with any directions issued by the Government in this behalf within the time specified in the said notice for compliance therewith.

(7) If at any time or times the whole or any part of the said land is required by the Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility, or necessity (as to which matter the Institute shall accept as final decision of the Government), the Institute on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such transfer the Government shall pay to the Institute a sum equal to the amount of the compensation awarded under the said Act and paid by the Institute in respect the land so transferred, including the percentage awarded under section 23(2) of the said Act, together with such amount shall be estimated by the Executive Engineer, Bijapur Division, whose decision in the matter shall be final, as the costs of the development of the said land so transferred, which shall include the value at the date of transfer of any structures standing thereon, and when part of a building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

(8) All costs and expenses of and incidental to the preparation and execution of these presents shall be paid by

the Institute.

The Schedule above referred to .

SCHEDULE.

District Bijapur, Taluka Muddebihal., Village Yelagur Survey Number 83.

Approximate area of the land required, 11 gunthas

Boundaries:-

East ..... west .....

North ..... South .....

In Witness whereof, Insert here the name the President hath for and on behalf of the Wilson Anti-Famine Institute, Bijapur set his hand and affixed the seal of the Institute and the Collector of Bijapur hath set his hand and affixed the seal of his office on behalf of the Government of Bombay hereto the day and the year first above written.

Signed, sealed and delivered
By
the President for and on behalf
of the Wilson Anti-Famine Institute
Bijapur in the presence of
(1)
(2)

Signed, sealed and delivered by
the
Collector of Bijapur, in the
presence of
(1)
(2)

Draft form of agreement.

An agreement made this the day of one thousand ninehundred and forty-two between the Karnatak Health Institute, a Society registered under the Societies Registration Act, (XXI of 1860), and having its registered office at Hukeri Road (hereinafter called "The Society" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the one part and the Governor of Bombay (hereinafter referred to as the 'Government') of the other part.

Whereas the principal objects for which the Society is established are:-

(a) To establish a fully equipped Hospital and sanitorium near Hukeri Road Railway Station, to impart cheap medical and surgical aid especially to the poor;

(b) to establish similar Hospitals and sanitoriums at other places if and when possible;

(c) to train medical students and nurses by establishing schools and colleges and conducting postgraduate courses;

(d) to publish literature on the public health and sanitation and to spread necessary medical knowledge among the masses by all possible and available means as may be decided upon from time to time;

(e) to open or help to open pharmacies to supply reliable, - genuine and cheap medicine indigenous or otherwise - chemicals -

chemicals and patent drugs, drinks and food etc, to the public.

And whereas the Society has applied to the Government of Bombay that certain land from Dhupdal village, Gokak taluka, Belgaum district, more particularly described in the schedule hereto annexed and hereinafter referred to as "the said land" should be acquired under the provisions of the Land Acquisition Act, 1894 (I of 1894) (hereinafter referred to as "the said Act"), for the following purposes, namely:-

for an aftercare colony, convalescent quarters, gardening and dairy.

And whereas the Government, having caused an enquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such enquiry that the acquisition of the said land is needed for the Karnatak Health Institute, has consented to the provisions of the said Act being put in force in order to acquire the said land for the Society and has pursuant to section 41 of the said Act required the Society to enter into an agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Society on the following conditions, namely:-

(1) The Society shall pay to the Government the entire cost as determined by the Government of the acquisition of the said lands including all compensation, damages, costs, charges and other expenses whatsoever

- which -

which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the Original or Appellate Courts and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed in Government Resolutions, Revenue Department, No.2461/24, dated the 6th March 1925 and 24th November 1925, or any other resolutions which may be issued by the Government hereafter in supersession or modification of the said resolutions. The monies which shall be payable by the Society under this clause shall be paid by it by the initial deposit with the Collector of Belgaum (hereinafter called "the Collector") of the sum of Rs.8,550/- within seven days after the execution of this agreement and thereafter by payment to the Collector within fourteen days after demand by the Collector in writing of such further amount or amounts as the Collector shall from time to time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges or other expenses hereinbefore referred to.

2. On payment of the entire cost, of the acquisition of the said land as herein-above before referred to, the whole of the said land shall, as soon as conveniently may be, be transferred to the Society at the cost in every respect of the Society so as to vest in the Society, subject to the provisions of the Bombay Land Revenue Code, 1879 (hereinafter called "the said Code"), and the rules made thereunder and subject to the provisions of this agreement as to the terms on which the land shall be held by the - - society.

3. The said land when so transferred to and vested in the society shall be held by the Society as its property to be used only in furtherance of and for the purposes for which it is acquired, subject nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder and the local fund cess as the case may be.

4. The Society shall --

(i) not use the said land for any purpose other than that for which it is acquired;

(ii) undertake the work of construction of the building or buildings required for the Society within 2 years from the date on which possession of the land is handed to the Society and complete the same within 3 years from the aforesaid date;

(iii) at all times keep and maintain the said land and the building or buildings erected thereon in good order and condition to the satisfaction of the Collector;

(iv) maintain all records of the Society properly and supply to the Government punctually such information as may from time to time be required by the Government.

(v) take proper steps to the satisfaction of the Collector, in respect of sanitation, the drainage, the washing of clothes and the removal of all filthy matters from the hospitals and dispensaries conducted by the society housed in the building or buildings to be constructed hereunder so as to secure the safety of the public against the contagious and infectious diseases.

5. The Society shall from time to time and at all times permit the Government or any officer or officers authorised in that behalf by the Government, to inspect the said land and any works of the society upon the said land whether in the course of construction or otherwise, and shall furnish to the Government for time to time on demand correct statements of the monies expended by the Society in the construction of the said works of the Society upon the said land.

6. In case the said land is not used for the purposes for which it is acquired as hereinbefore recited or is used for any other purpose or in case the Society commits a breach of any of the conditions hereof, the said land together with the buildings, if any, xxx erected thereon, shall be liable to resumption by the Government subject, however, to the condition that the amount spent by the Society for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the cost or value of any improvements made by the Society to the said land or of any structure standing on the said land) shall be paid as compensation to the Society.

Provided that the said land and the buildings, if any erected thereon, shall not be so resumed, unless due notice of the breach complained of has been given to the Society and the Society has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the notice for compliance therewith.

7. If at any time or times the whole or any part or parts of the said land is required by Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the Society shall accept as final the decision of the Government) the Society on being thereunto required by Government in writing shall transfer to the Government the whole or part of the said land as the

Government

Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such transfer, the Government shall pay to the Society a sum equal to the amount of the compensation awarded under the said Act and paid by the Society in respect of the land so transferred, including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Belgaum Division, whose decision in the matter shall be final, as the costs of the development of the land so transferred, which shall include the value at the date of transfer of any structure standing thereon, and when part of a building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

8. All costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Society.

The Schedule above referred to-

Schedule

District Belgaum, taluka Gokak, village Dhupdal

Survey No.	Approximate area of the land. Acres & gunthas-Annas
93	7 - 21 - 15 3/

etc.

In witness whereof, Dr.G.R.Kokatnur, Chief Medical Officer, hath for and on behalf of the Society pursuant to a resolution dated 3rd May 1943 passed by the Governing Council of the Society set his hand and affixed the seal of the Society and the Collector of Belgaum hath on behalf of the Governor of

Bombay

Bombay set his hand and affixed the seal of his office hereto the day and year first above written.

Signed. sealed and delivered by
In the presence of- .

1.

2.

Seal of the Society.

Signed, sealed and delivered by.

In the presence of:---

1.

2.

Collector of Belgaum.

D 28/6.

Y.

An agreement made this " day

one thousand nine hundred and forty three between the Karnatak Ayurved Vidyapeeth Society registered under the Societies Registration Act (No.XXI of 1860) and having its registered office at Khasbag, Belgaum (hereinafter called "The Society" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the one part, and the Governor of Bombay of the other

Whereas the principal objects for which the Society is established are:--

(a) To continue the institution called "Karnatak Ayurved Vidyapeeth" for the study of Ayurveda system of medicine;

(b) to continue the Pharmacy attached to the institution for the preparation and manufacture of medicines according to Ayurveda formulas, on scientific and uptodate lines, as far as possible, with a view to provide practical training to the students of the institution;

(c) to continue maternity-home and start nurses training classes in Belgaum;

(d) to encourage and promote a comparativ study of the different systems of medicines with a view to encourage further research work in Ayurveda;

(e) to train deserving students irrespect ive of caste and creed, in Ayurveda in order t enable them to earn their living, and provide members for working out the Society's objects such as above mentioned, generally to promote and diffuse the learning of Ayurveda in all its branches in the Karnatak.

- And -

And whereas the Society has applied to the Government of Bombay (hereinafter referred to as "The Government") that a site (with the old house standing on it) situated in the Goathan of Khasbag, more particularly described in the Schedule hereto annexed and hereinafter referred to as "the said land", should be acquired under the provisions of the Land Acquisition Act, 1894, (I of 1894) (Hereinafter referred to as "the said Act") for the following purposes, namely:-

For extending building of the Karnatak Ayurved Vidyapeeth and its Hospital.

And whereas the Government, having caused an enquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for the Society, has consented to the provisions of the said Act being put in force in order to acquire the said land for the Society and has ~~pursued~~ pursuant to section 4 of the said Act required the Society to enter into an agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Society on the following conditions, namely:-

(1) The Society shall pay to the Government the entire cost, as determined by the Government, of the acquisition of the said land including all compensation, damages, costs, charges and other expenses whatsoever which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in

- the -

the original or Appellate Courts, and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as prescribed in Government Resolutions, Revenue Department, No.2461/24, dated the 6th March 1925 and 24th November 1925 or any other resolutions which may be issued by the Government hereafter in supersession or modification of the said resolutions. The monies which shall be payable by the Society under this clause shall be paid by it by the initial deposit with the Collector of Belgaum (hereinafter called "the Collector") of the sum of Rs. within seven days after the execution of this agreement and thereafter by payment to the Collector within fourteen days after demand by the Collector in writing of such further amount or amounts as the Collector from time to time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges or expenses hereinbefore referred to.

(2) On payment of the entire cost of the acquisition of the said land as hereinabove referred to, the whole of the said land shall, as soon as conveniently may be, transferred to the Society at the cost in every respect of the Society so as to vest in the Society, subject to the provisions of the Bombay Land Revenue Code, 1879 (hereinafter called the "said Code"), and the rules made thereunder and subject also to the provisions of this agreement as to the terms on which the land shall be held by the Society.

(3) The said land when so transferred to and vested in the Society shall be held by the Society as its property to be used only in furtherance of and for the purpose for which it is acquired, subject nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Code and rules made thereunder, and the local fund cess, as the case may be.

(4) The Society shall--

(i) not use the said land for any purpose other than that for which it is acquired;

(ii) undertake the work of construction of the building or buildings required for the Society within two years from the date on which possession of the land is handed to the Society and complete the same within four years from the aforesaid date;

(iii) at all times keep and maintain the said land and the building or buildings erected thereon in good order and condition to the satisfaction of the Collector;

(iv) maintain all records of the Society properly and supply to the Government such information as may from time to time be required by the Government;

(v) take proper steps to the satisfaction of the Collector in respect of sanitation, the drainage, the washing of clothes, and the removal of all filthy matters from the Hospital and Dispensaries conducted by the Society so as to secure the safety of the public against the contagious and infectious diseases;

(5) The Society shall, from time to time and at all times, permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the Society upon the said land whether in the course of the construction or otherwise, and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Institution in the construction of the said works of the Institution upon the said land.

(6) In case the said land is not used for the purpose for which it is acquired as hereinbefore recited or is used for any other purpose or in the case the Society commits breach of any of the conditions hereof, the said land together with the buildings, if any, erected thereon, shall be liable to resumption by the Government subject, however, to the conditions that amount spent by the Society for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the costs of, value of any improvements made by the Society to the said land or of any structure standing on the said land) shall be paid as compensation to the Society.

Provided that the said land and the buildings, if any erected thereon, shall not be so resumed, unless due notice of the breach compalined of has been given to the Society and the Society has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the notice for compliance therewith.

(7) If at any time or times the whole or

any

any part of the said land is required by Government or for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the Society shall accept as final the decision of the Government) the Society on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes; and in consideration of such transfer, the Government shall pay to the Society a sum equal to the amount of the compensation awarded under the said Act and paid by the Society in respect of the land so transferred, including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Belgaum Division whose decision in the matter shall be final, as the cost of the development of the land so transferred, which shall include the value at the date of transfer of any structures standing thereon, and when part of a building is on the land so transferred and part is on any adjoining land reasonable compensation for the injurious affection of the part of the building on the adjoining land.

(8) All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Society.

The Schedule above referred to :-

District, taluka and village in which the land is situated.	House No.	Approximate area of land required.
District.- Belgaum, Khasbag --(Belgaum).	251/1	$400\frac{5}{6}$ Sq.yards.

In witness whereof Mr. B. M. Kankanvadi, General Secretary --

Secretary hath for and on behalf of the Society set his hand and seal of the Society and the Collector of Belgaum hath on behalf of the Governor of Bombay set his hand and affixed the seal hereto the day and year above written.

Signed, sealed and delivered by

In the presence of

1.

2.

Signed, sealed and delivered by

Collector of Belgaum.

~~Signed, sealed and delivered~~

In the presence of

1.

2.

KLS.
24/7

K

An agreement made this day

one thousand nine hundred a

forty three between the Mahila Vidyalay

Mandal, Belgaum, a Society registred und

the Societies Registration Act, 1860 XXI

of 1860 and having its registered offices

at Belgaum (Hereinafter called "The Mandal

which expression shall unless excluded by

or repugnant to the context, be deemed to

include its successors and assigns) of the

one part, and the Governor of Bombay, of

the other part.

Whereas the principal objects for

which the Mandal is established are:—

(a) to develop into a High School and

to affiliate to the Indian Women's Univer-

sity the School named "Mahila Vidyalaya,

Belgaum," which is conducted on the lines

of the Nathibai Indian Women's University

for the women's secondary education.

(b) to purchase or to hire for the

benefit and use of the Mandal any moveable

or immoveable property, to sell, exchange

or let on hire such property for the

benefit of the Mandal.

And whereas the Mandal has applied to

the Government of Bombay (herein-after

referred to as "The Government") that a

site (with building and well standing on

it comprised in CT.S.No.3957/1-A-1 out of

R.S.No.959 of Belgaum City more particula

ly described in the Schedule hereto annex

-ed and hereinafter referred to as "the

said land" should be acquired under the

provisions of the Land Acquisition Act,

1894 (I of 1894) (hereinafter referred to

as "the said Act") for the purpose of

constructing a playground.

And whereas the Government having caused an inquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for the Mandal has consented to the provisions of the said Act being put in force in order to acquire the said land for the Mandal and has, pursuant to section 41 of the said Act, required the Mandal to enter into an agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Mandal on the following conditions, namely :-

(1) The Mandal shall pay to the Government the entire cost as determined by the Government, of the acquisition of the said land including all compensation, damages, costs, charges and other expenses whatsoever which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or appellate Courts, and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of the compensation awarded as prescribed in Government Resolutions Revenue Department No. 2461/24, dated the 6th March 1925 and 24th November 1925, or any other Resolutions which may be issued by the Government hereinafter in supercession or modification of the said Resolutions. The monies which shall be payable by the Mandal under this clause shall be paid by it by the initial deposit with the Collector of Belgaum (hereinafter called "the Collector") of the sum of Rs. 1,810/- within seven days after the execution of this agreement and thereafter by payment to the Collector within fourteen days after demand by the Collector in writing of such further amount or amounts as the Collector shall from time to time estimate to be required for the purpose of paying or disbursing any compensation, damages, costs, charges or expenses hereinbefore referred to.

(2) On payment of the entire cost of the acquisition of the said land as hereinabove refe

referred to, the whole of the said land shall, as soon as conveniently may be, be transferred to the Mandal at the cost in every respect of the Mandal so as to vest in the Mandal, subject to the provisions of the Bombay Land Revenue Code, 1879(hereinafter called the "said Code") and the Rules made thereunder and subject also to the provisions of this agreement as to the terms on which the land shall be held by the Mandal.

(3)The said land, when so transferred to and vested in the Mandal, shall be held by the Mandal as its property to be used only in furtherance of and for the purposes for which it is acquired, subject nevertheless to the payment of agricultural, nonagricultural or other assessment if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Code and the Rules made thereunder and the Local Fund Cess as the case may be.

(4)The Mandal shall ---

(i) not use the said land for any purpose other than that for which it is acquired;
(ii) undertake the work of construction of the playground within two years from the date on which possession of the land is handed over to the Mandal and complete the same within four years from the aforesaid date;
(iii) at all times keep and maintain the said land and the playground constructed thereon in good order and condition to the satisfaction of the Collector;
(iv) maintain all records of the Mandal properly and supply to the Government punctually such returns of educational statistical and other information as may from time to time be required by the Government;
(v) take proper steps to the satisfaction of the Collector, in respect of sanitation and drainage etc. so as to secure the safety of the students against the contagious and infectious diseases.
(vi) manage and conduct the said school in accordance with the rules and regulations for the time being in force of the Educational Department of the Government and admit students of all castes and creeds into the said schools up to the full capacity subject to the payment of such fees as the Mandal may from time to time prescribe;
(vii) maintain the discpline and general behaviour of the students and the staff of the said school in a manner satisfactory to the Government;
(viii) not use the said land or any building or buildings that may be erected upon it for any purpose

which.....

which in the opinion of Government is objectionable.

(5) The Mandal shall from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any construction of the Mandal upon the said land, whether in the course of the construction or otherwise, and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Mandal in the construction of the said works of the Mandal upon the said land.

(6) In case the said land is not used for the purposes for which it is acquired as hereinbefore recited or is used for any other purpose or in case the Mandal commits breach of any of the conditions hereof, the said land together with the structures, if any, erected thereon, shall be liable to resumption by the Government subject, however, to the condition that the amount spent by the Mandal for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the costs or value of any improvements made by the Mandal to the said land or of any structure standing on the said land) shall be paid as compensation to the Mandal.

Provided that the said land and the structures, if any, erected thereon, shall not be so resumed, unless due notice of the breach complained of has been given to the Mandal and the Mandal has failed to make good the breach or to comply with any directions issued by the Government in this behalf within the time specified in the said notice for compliance therewith.

(7) If, at any time or times, the whole or any part or parts of the said land is required by the Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the Mandal shall accept as final the decision of the Government), the Mandal on being thereunto, required by the Government in writing shall transfer to the Government the whole or such part or parts of the said land as the Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such transfer, the Government shall pay to the Mandal a sum equal to the amount of compensation awarded under the said Act and paid by the Mandal in respect of the land so transferred including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Belgaum Division, whose decision in the matter shall be final, as the cost of the development of the land so transferred,

which....

which shall include the value at the date of transfer of any structures standing thereon and when part of a structure is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

(8) All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Mandal.

The Schedule above referred to :-

District, taluka and village in which the land is situated.	C.T.S.No. and R.S. No.	Approximate area of land required.
District, Belgaum, taluka Belgaum, village Belgaum City.	C.T.S.No.3957/1-A-1 out of R.S.No.959	548 Square yards.

Boundaries ---

East:-C.T.S.3957/1-A-7; West :- S.No.958-A.
North-S.No.959-A/1-A/1. South:- S.No.959-A/1-A/1.

In witness whereof Mr.D.V.Belvi, the president of the Mahila Vidyalaya Mandal, hath for and on behalf of the Mandal set his hand and affixed the seal of the Mandal persuant to a Resolution dated 25-1-1948, passed by the Managing Committee of the Mandal and the Collector of Belgaum hath set his hand and the seal of his office on behalf of the Governor of Bombay hereto the day_____and the year above written.

Signed, sealed and delivered by

The president of the
Mahila Vidyalaya Mandal.

In the presence of

1.

2.

Signed, sealed and delivered by

Collector of Belgaum.

In.

In the presence of

1.

2.

Draft approved.

Sd. G.G.DREWE.

Collector of Belgaum.

TLK
5-10

SANAD. 162

To

The Karnatak Ayurved Vidyapith Society, (Khasbag) - Belgaum.

Whereas in consideration of an agreement having been executed on the 14th day of September 1943 by the Karnatak Ayurved Vidyapith Society, (Khasbag), Belgaum, a Society registered under the Societies Registration Act, 1860 (XXI of 1860) and having its registered office at Khasbag, Belgaum (hereinafter called "the Society" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) and in consideration of the Society having undertaken to use the piece or parcel of land more particularly described in the schedule here unto annexed (hereinafter referred to as "the said lands") for the purposes of the Society namely :- for extending the building of the Society and its Hospital, the said lands have been acquired under the provisions of the Land Acquisition Act, 1894 (hereinafter called "the said Act").

And whereas in pursuance of the said agreement the Society has paid to the Government of Bombay (hereinafter referred to as "Government") all costs, expenses and charges including all compensation, damages and interests of and incidental to the acquisition of the said land and possession thereof has been delivered and transferred to the Society;

And whereas the said lands is vested in the Society subject to the provisions.....

provisions of the Bombay Land Revenue Code, 1879 (hereinafter called "the said Code") and the rules framed thereunder from time to time.

Now, therefore, it is hereby declared that the said lands are vested in the Society and are held by it as its property to be used in furtherance of and for the purpose of [the Society, namely, for] extending the building of the Society and its Hospital, subject nevertheless to the payment by it of the agricultural, non-agricultural or other assessment to which the said lands may be liable under the provisions of the said Code and Rules thereunder, and the Local Fund Cess, on the following terms and conditions viz.-

(a) The Society shall -

(i) not use the said land for any purpose other than that for which it is acquired;

(ii) undertake the work of construction of the building or buildings required for the society within two years from the date on which possession of the land is handed over to the society and complete the same within four years from the aforesaid date;

(iii) at all times keep and maintain the said land and the building or buildings erected thereon in good order and condition to the satisfaction of the Collector of Belgaum

(iv) maintain all records of the society properly and supply to the Government punctually such information as may from time to time be required by the Government;

(v) take proper steps to the satisfaction of the Collector, in respect of sanitation, the drainage, the washing of clothes; and the removal of all filthy matters from the Hospital and Dispensaries conducted by the Society so as to secure the safety of the public against contagious and infectious diseases.

(b) The Society shall from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said

land.....

land and any works of the society upon the said land whether in the course of the construction or otherwise, and shall furnish to the Government from time to time on demand correct statements of the monies expended by the society in the construction of the said works of the society upon the said land;

(c) In case the said land is not used for the purpose for which it is acquired as hereinbefore recited or is used for any other purpose or in case the society commits breach of any of the conditions hereof, the said land together with the buildings, if any, erected thereon, shall be liable to resumption by Government subject, however, to the condition that the amount spent by the society for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the cost/ or value of any improvements made by the society to the said land or o any structure standing on the said land) shall be paid as compensation to the society;

provided that the said land and the buildings, if any, erected thereon, shal not be so resumed, unless due notice of the breach complained of has been given the society and the society has failed t make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

(d) If at any time or times the whol or any part of the said land is required

by.....

by Government for the purpose of making any new public road or for any purpose connected with the public health, safety, utility or necessity (as to which matter the Society shall accept as final the decision of Government) the Society on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such transfer, the Government shall pay to the Society a sum equal to the amount of the compensation awarded under the said Act and paid by the Society in respect of the land so transferred, including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Belgaum Division, whose decision in the matter shall be final, as the cost of development of the land so transferred, which shall include the value at the date of transfer of any structures standing thereon, and when part of a building is on the land so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

(The schedule above referred to).

The pieces of land herein referred to in the Belgaum District are situated at Khasbag (Belgaum). The particulars are as follows:-

Boundaries. 1	House No. 2	Area of the land. 3
East.- Open space belonging to K.A.V.Society.	215/1 situated in gaothan limits.	400 5/6 sqr. yds.

Western..

Boundaries. 1	House No. 2	Area of the land. 3
West:- House No. 215 belonging to K.A.V. Society.	------	
North:- Uppergalli Road.		
South:- Backyard of house No. 111 of Mr. N. J. Kamkar.		

This sanad is executed on behalf of the Governor of Bombay by the Collector of Belgaum, this day of do 1943.

Seal

Draft approved.

Sd. G. G. Drewe,

Collector of Belgaum.

TLK
22-10